

Minnesota Multistate Contracting Alliance for Pharmacy California Facility Membership Application

Return this completed form, along with the Facility Membership Agreement, to:

Sandy Louie, California Department of General Services

Fax (916) 375-4490 or sandy.louie@dgs.ca.gov

The State Contact will then forward the authorized form to the MMCAP office for processing.

Type or print clearly

1. Indicate the **specific statutory authority** under which this facility may purchase goods and services from its state's contracts is: the Director of DGS has authority under Public Contract Code Section 10298, to enter into contract #1-07-65-54 and to permit other State agencies and eligible local governmental agencies to participate in the services provided by this contract. Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) Systems, K-12 schools and community colleges", empowered to expend public funds for the acquisition of products, in accordance with California Public Contract code section 10298 (a) (b). Authorization to permit a local governmental agency to participate in this contract shall come through the State's Contract Manager. Participating agencies shall provide and maintain DEA (Drug Enforcement Agency) registration and licensure (as clinic or pharmacy) by either the California State Board of Pharmacy or as a health care provider by the California Department of Public Health. Agencies that are not currently using contract 1S-05-65-50 for pharmaceutical bulk distribution must contact Loretta Maddux, the DGS contract manager, at 916-375-4926 or Loretta.Maddux@dgs.ca.gov to determine eligibility and enrollment.
2. Complete Facility Name: _____
3. Complete "Bill to" Street Address: _____
City: _____ State: _____ ZIP: _____
4. Complete "Ship to" Street Address, if different: _____
City: _____ State: _____ ZIP: _____
5. DEA Number, if applicable (required for prescription drugs): _____
6. Health Industry Number (HIN), if known: _____
If needed, MMCAP will assist in obtaining this number when the application is processed. Indicate need for assistance on line above.
7. Facility's State Pharmacy License Number, if applicable: _____
8. 340b (PHS) Eligible: Yes _____ No _____
The 340B Drug Pricing Program provides significant pharmaceutical discounts to facilities receiving certain types of federal funding.
9. Number of Beds, if applicable: _____
10. Annual Prescriptions Filled, if applicable: _____
11. Annual Clinic Visits, if applicable: _____
12. What is the primary purpose of your facility? (Check all that apply.)

<input type="checkbox"/> Hospital	<input type="checkbox"/> Correctional
<input type="checkbox"/> Clinic	<input type="checkbox"/> Nursing Home
<input type="checkbox"/> Mental Health	<input type="checkbox"/> Developmental Disability
<input type="checkbox"/> Student Health	<input type="checkbox"/> Purchasing/Business Office
<input type="checkbox"/> Public Health	<input type="checkbox"/> Public Safety (Fire, Police, EMT)
<input type="checkbox"/> Educational (e.g., pharmacy school)	

13. What MMCAP contracts(s) does your facility intend to use? (Used for MMCAP internal purposes only)

☐ Returned Goods Processing Program

14. What type of care does your facility provide? (Check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Trauma/Emergency | <input type="checkbox"/> Acute Care |
| <input type="checkbox"/> Health Service | <input type="checkbox"/> Public/Community Nursing |
| <input type="checkbox"/> Long Term Care (LTC) | <input type="checkbox"/> Medical School |
| <input type="checkbox"/> LTC- Skilled Nursing | <input type="checkbox"/> Veterinary |
| <input type="checkbox"/> LTC-Veterans | <input type="checkbox"/> Research/Training |
| <input type="checkbox"/> Detoxification | <input type="checkbox"/> No Care Provided |

15. What governmental agency controls your facility? Not your funding source. (Check ONE.)

- | | |
|--|--|
| <input type="checkbox"/> Federal | <input type="checkbox"/> County/Parish |
| <input type="checkbox"/> State | <input type="checkbox"/> Municipal (city, township) |
| <input type="checkbox"/> Non-government Private – For Profit | <input type="checkbox"/> Non-government Private – Non-profit |

16. Designated Facility MMCAP contact person: _____

17. Title: _____ Phone: _____ Fax: _____

18. E-mail Address: _____

19. Alternate Facility MMCAP contact person: _____

20. Title: _____ Phone: _____ Fax: _____

21. E-mail Address: _____

22. Facility's purchasing contact person for MMCAP: _____

23. Title: _____ Phone: _____ Fax: _____

24. E-mail Address: _____

 The information above is true and correct. **(Forward signed application and agreement on to your state's contact for final processing.) State contacts are listed at http://www.mmd.admin.state.mn.us/mmcap/background_current_states.htm**

Signed: _____ Date: _____
 Facility Representative

I have reviewed the statutory authority and this facility is eligible for MMCAP membership.

Signed: _____ Date: _____
 MMCAP State Contact

Minnesota Multi-state Contracting Alliance for Pharmacy

Minnesota Department of Administration
112 Administration Building, St. Paul, MN 55155
www.mmcap.org

MMCAP FACILITY MEMBERSHIP AGREEMENT FOR THE STATE OF CALIFORNIA

This Agreement is by and between the State of Minnesota, acting through its Commissioner of Administration on behalf of Minnesota Multi-State Contracting Alliance for Pharmacy ("MMCAP") and

Facility's Complete Legal Name (include full address with city, state, and zip code)
("Participating Facility").

MMCAP is a free, voluntary group purchasing organization for government-authorized health care facilities and is operated and managed by the Materials Management Division of the State of Minnesota's Department of Administration. It combines the purchasing power of its members to receive the best prices available for the products and services for which it contracts. Participation in MMCAP is limited to facilities, within a participating member state, with statutory authority to purchase commodities from its state's contracts.

This Agreement is required by, 42 C.F.R. § 1001.952(j), additionally, the State of Minnesota is empowered to enter into this Agreement pursuant to Minn. Stat. § 471.59, subd. 10.

1 Term of Agreement and Cancellation

This Agreement will be effective upon the date it is fully executed by all parties; and will remain in effect until cancelled by MMCAP or the Participating Facility. Either party may cancel this Agreement, any time, with or without cause, upon 30 days' written notice to the other party.

2 Participating Facility

The Participating Facility:

- A. Certifies it has statutory authority under which it may purchase goods and services from contracts authorized by the State of California's Department of General Services (DGS).
- B. Must comply with all laws, rules, and regulations governing government purchasing of pharmaceuticals and related products and services when utilizing MMCAP contracts and programs.
- C. Must operate within the boundaries established by Robinson-Patman (15 U.S.C. 13 (a)) and "own use" requirements as defined by *Abbott Labs v. Portland Retail Druggists* (425 U.S. 1(1976)) and *Jefferson County Pharmaceutical Association, Inc. v. Abbott Labs* (460 U.S. 150 (1983)), excluding products purchased under the Prescription Filling Service Program. If there are any questions about the propriety of the use of products, the Participating Facility will obtain an opinion from its legal counsel and notify MMCAP of the decision.
- D. Must comply with the terms and conditions of the MMCAP vendor contracts that the DGS has chosen to participate in, found in the MMCAP Catalog at www.mmcap.org.
- E. Must use the DGS-contracted wholesaler selected by the DGS for the Participating Facility when obtaining pharmaceuticals; except those products that are "direct only" as permitted by MMCAP contract and noted in the MMCAP Catalog. MMCAP agrees that any credits offered by the MMCAP-contracted returned goods service provider will be issued to the individual Participating Facility through the DGS-contracted wholesale distributor.
- F. Should endeavor, to purchase its goods and services from MMCAP contracts, when in the best interests of the State of California
- G. Must update MMCAP regarding changes to the Participating Facility's contact person.
- H. Must promptly pay MMCAP-contracted wholesalers or vendors for all products or services purchased. MMCAP does not assume any responsibility for the accountability of funds expended by the Participating Facility.
- I. Will be inactivated from MMCAP membership if there is no participation for 18 consecutive months.

3 MMCAP

MMCAP will:

- A. Select commodities or services for cooperative contracting.
- B. Contract with Product vendors according to Minnesota law.
- C. Make Available copies of contract documents.
- D. Maintain vendor performance records.
- E. Assist in resolving administrative, contract, or supplier problems that cannot be resolved by the Participating Facility.
- F. Provide information via the Internet to the Participating Facility regarding Products and Services.
- G. Distribute to MMCAP Participating Facilities any unused Administrative Fees collected from MMCAP-contracted vendors.

4 Administrative Fee

The MMCAP Manager may, pursuant to contract terms and conditions, require the contracted vendors (not Participating Facilities) to pay an administrative fee. The fee, not more than three percent, will be based on a percentage of sales made by the individual contracted vendor. Fees will be collected by the MMCAP office and used to pay for the administrative costs incurred in the operation of MMCAP as approved by the MMCAP Manager. At the end of the contract year, any remaining balance of funds will be returned to active participating facilities by means of a credit to their wholesaler account or prescription filling services vendor, in an amount proportional to the individual facility's contract purchases via the contracted wholesaler(s) or prescription filling service provider.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. The Participating Facility may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of MMCAP and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

5.3 Waiver. If MMCAP fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

6 Liability Each party will be responsible for their own acts and behavior and the results thereof. Nothing in this membership agreement shall be construed as expanding the limits of liability of the Participating Facility beyond the limits of the law of its state. MMCAP's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. § 3.736, and other applicable laws.

7 State Audits

As mandated by Minn. Stat. § 16C.05, subd. 5, "the books, records, documents and accounting procedures and practices of the [Participating Facility] relevant to this Agreement shall be made available and subject to examination by the State of Minnesota, including the contracting agency/division, Legislative Auditor, and State Auditor" for a minimum period of six years after the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have signed this MMCAP Facility Membership Agreement on their behalf intending to be bound thereby.

Participating Facility:

(Person with legal authority to bind the facility)

By _____
 Title _____
 Date _____

State of Minnesota, through its

Commissioner of Administration on behalf of MMCAP:

By _____
 Title _____
 Date _____

Commissioner of Administration,

as delegated to the Materials Management Division:

By _____
 Date _____